

CLAUSE I-149 – WARRANTY OF CONSTRUCTION (August 2002)

- (a) In addition to any other warranties in this subcontract, the Subcontractor warrants, except as provided in paragraph (j) of this clause, that work performed under this subcontract conforms to the subcontract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Subcontractor or any lower-tier subcontractor or supplier at any tier.
- (b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If SURA takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date SURA takes possession.
- (c) The Subcontractor shall remedy at the Subcontractor's expense any failure to conform, or any defect. In addition, the Subcontractor shall remedy at the Subcontractor's expense any damage to SURA and/or Government-owned or controlled real or personal property, when that damage is the result of –
 - (1) The Subcontractor's failure to conform to subcontract requirements; or
 - (2) Any defect of equipment, material, workmanship, or design furnished.
- (d) The Subcontractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Subcontractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.
- (e) SURA shall notify the Subcontractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.
- (f) If the Subcontractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, SURA shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Subcontractor's expense.
- (g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this subcontract, the Subcontractor shall –
 - (1) Obtain all warranties that would be given in normal commercial practice;
 - (2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by SURA; and
 - (3) Enforce all warranties for the benefit of the Government, if directed by SURA.
- (h) In the event the Subcontractor's warranty under paragraph (b) of this clause has expired, the Government and/or SURA may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.
- (i) Unless a defect is caused by the negligence of the Subcontractor or lower-tier subcontractor or supplier at any tier, the Subcontractor shall not be liable for the repair of any defects of material or design furnished by SURA nor for the repair of any damage that results from any defect in SURA-furnished material or design.
- (j) This warranty shall not limit SURA's rights under the Inspection and Acceptance clause of this subcontract with respect to latent defects, gross mistakes, or fraud.